

09-28-1998



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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New☐ Resubmission (Non-Recordation)
Document ID # ☐ Correction of PTO ErrorReel # Frame # ☐ Corrective DocumentReel # Frame #

Conveyance Type

☒ Assignment☐ License☐ Security Agreement☐ Nunc Pro Tunc Assignment☐ MergerEffective Date
Month Day Year
☐ Change of Name☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attachedExecution Date
Month Day Year
09091998Name Micrografx, Inc.Formerly ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other ☒ Citizenship/State of Incorporation/Organization Texas

Receiving Party

☐ Mark if additional names of receiving parties attachedName Sierra On-Line, Inc.DBA/AKA/TA Composed of Address (line 1) 3380 - 146th Place S.E.Address (line 2) Suite 300Address (line 3) Bellevue WA 98007

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☒ Corporation ☐ Association☐ Other ☒ Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK

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Pages

Enter the total number of pages of the attached conveyance document including any attachments.

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Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75450834"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

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Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

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Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Richard K. Thumann

Exec. VP & General Counsel

Name of Person Signing

Signature

Date Signed

9/18/98

ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, Micrografx Inc., a Texas corporation having offices at 1303 E. Arapaho Road, Richardson, Texas 75081 (along with its present and future Affiliates, collectively "Assignor"), has common law rights in the mark SNAPSHOT and is the owner of United States intent-to-use trademark application Serial No. 75/450,834 (collectively, the "Mark");

WHEREAS, Sierra On-Line, Inc., a Delaware corporation, having offices at 3380 146th Place S.E., Suite 300, Bellevue, Washington 98007 (along with its present and future Affiliates, collectively "Assignee") is desirous of acquiring Assignor's common law, rights, trademark application and the goodwill associated therewith in the Mark;

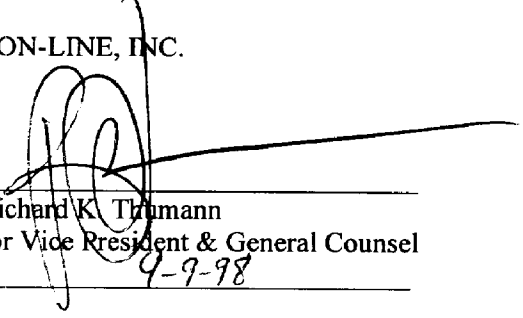
NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

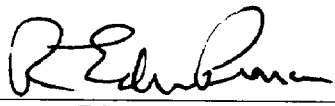
1. Assignor does hereby assign unto Assignee all right, title and interest in and to the Mark, including without limitation, all common law rights and all applications and registrations related thereto, together with the goodwill appurtenant thereto.
2. Assignor represents that it has the right to transfer the Mark, that it knows of no other applications or registrations filed by it or on its behalf for the Mark, and that it has not assigned any rights in the Mark to any other entity or otherwise encumbered its rights in the Mark in any manner whatsoever.
3. Assignor shall immediately and forever cease any and all use of the Mark or any confusingly similar mark, except as otherwise provided for by agreement between the parties.
4. Assignor shall not file any trademark, trade name, service mark or domain name applications for the Mark or any confusingly similar mark.
5. Assignor shall not challenge, anywhere in the world, Assignor's use or registration of the Mark.
6. Assignor agrees to execute any additional documents reasonably required to effectuate this Agreement.
7. This Agreement cannot be terminated or amended, except by the written agreement of the parties hereto.
8. This Agreement shall be binding on and shall inure to the benefit of the parties, their respective successors and assigns and their respective present and future affiliated and subsidiary companies and licensees.
9. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

SIERRA ON-LINE, INC.

MICROGRAFX INC.

By 
Name: Richard K. Trumann
Its: Senior Vice President & General Counsel
Dated: 9-9-98

By: 
Name: R. Edwin Pearce
Its: Vice President and General Counsel
Dated: September 9, 1998